



GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT  
SAN FRANCISCO, CALIFORNIA

**ENGINEERING DEPARTMENT**

**GENERAL CONDITIONS**

APRIL 1995

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Office of the District Secretary  
PO Box 9000, Presidio Station  
San Francisco, CA 94129

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# **GENERAL CONDITIONS**

# GENERAL CONDITIONS

## SECTION 1

### DEFINITIONS AND TERMS

**G1.01 GENERAL.** Whenever the following abbreviations and terms, or pronouns in place of them, appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1. Working titles having a masculine gender, such as "workman" and "flagman" and the pronoun "he" referring to said titles, are utilized in the specifications for the sake of brevity, and are intended to refer to persons of either sex.

**G1.02 DEFINITIONS.** As used herein, unless the context otherwise requires, the following terms have the following meaning:

**Acceptance:** The formal written acceptance by the District of an entire contract that has been completed in all respects in accordance with the Contract Documents.

**Addenda:** Written interpretations or revisions to any of the Contract Documents issued by the District before the bid opening.

**As-Built Drawings:** Contract plans revised to reflect any modifications resulting during the construction phase.

**Bidder:** Any individual, firm, partnership, corporation or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**Board:** The Golden Gate Bridge, Highway and Transportation District Board of Directors or members of it. Also referred to as Board of Directors, Director or Directors.

**Contract Change Order:** An order authorized by the District and issued to the Contractor amending the Contract Plans or Specifications.

**Contract:** The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include the Contract Documents, and any and all supplemental agreements. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract and include contract change orders.

**Contract Documents:** The Contract Documents include: Notice to Contractors; General Conditions; Special Provisions; Technical Specifications; Proposal as accepted; Bidder's Bond; Contract; Contract Bonds and other documents listed in the Contract; Contract Plans; Addenda; and Change Orders.

**Contractor:** The person or persons, firm, partnership, corporation or combination thereof, private or municipal, who have entered into a contract with the District or legal representatives.

**Contract Plans:** The official plans, profiles, typical cross sections, general cross sections, elevations and details listed or referenced in the Specifications or addenda; and supplemental drawings approved by the Engineer; which show the locations, character, dimensions and details of the work to be performed, and which are a part of the Contract.

**Days:** Unless otherwise designated, days, as used in the Specifications, will be understood to mean calendar days.

**Director:** The Golden Gate Bridge, Highway and Transportation District Board of Directors or members thereof.

**District:** The Golden Gate Bridge, Highway and Transportation District, also referred to as the "owner" or as the "public body."

**Engineer:** The Chief Engineer of the District, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Engineer's Estimate:** The list of estimated quantities of work to be performed as contained in the Proposal Form.

**Federal Agencies:** Whenever, in the Specifications, reference is made to any Federal agency or officer, such reference shall be deemed made to any agency or officer succeeding, in accordance with law, to the powers, duties, jurisdiction and authority of the agency or officer mentioned.

**Fixed Costs:** Any necessary labor, material and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

**General Manager:** The General Manager of the Golden Gate Bridge, Highway and Transportation District.

**General Notes:** The written instructions, provisions, conditions or other requirements appearing on the plans, and so identified thereon, which pertain to the performance of the work.

**Liquidated Damages:** The amount prescribed in the Specifications to be paid to the District or to be deducted from any payments due or to become due the Contractor for each calendar day's delay in completing the whole, or any specified portion, of the work beyond the time allowed in the Specifications.

**Office of the District:** Whenever, in the Specifications, reference is made to the Office of the District or the District's office, such reference shall be deemed made to the District's San Francisco office, located at the Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, California. The mailing address for the District is PO Box 9000, Presidio Station, San Francisco, CA 94129.

**Plans:** Refer to Contract Plans.

**Professional Engineer:** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

**Proposal:** The offer of the bidder for the work, when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

**Proposal Form:** The approved form upon which the District requires formal bids be prepared and submitted for the work.

**Proposal Guaranty:** The cash, cashier's check, certified check or Bidder's Bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the District for the performance of the work, if the contract is awarded to it, also referred to as Bidder's Security.

**Resident Engineer:** The Resident Engineer is the jobsite representative of the Chief Engineer of the District and is responsible for the satisfactory administration and completion of the project.

**Secretary:** The Secretary of the Golden Gate Bridge, Highway and Transportation District.

**Special Provisions:** The Special Provisions are specific clauses setting forth conditions or requirements of the work and supplementary to these General Conditions and the instructions to Bidders.

**Specifications:** The directions, provisions and requirements contained in this book. Whenever the term "the or these Specifications" is used in this book, it means the provisions set forth in this book.

**State:** The State of California

**State Contract Act:** An act to regulate contracts for the erection, construction, alteration, repair or improvement of any state structure, building, road, or other State improvements of any kind, to be found in Chapter 1, Part 2, Division 2, of the Public Contract Code. The State Contract Act is not applicable to this contract, except to the extent that particular sections of the State Contract Act are specifically incorporated by reference in the Specifications.

**Synonym:** "Directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer. "Approved," "acceptable," "satisfactory" and words of like import shall mean approved by or acceptable or satisfactory to the Engineer. The words "necessary," "appropriate," "proper" and words of like import shall mean necessary or appropriate or proper in the opinion of the Engineer.

**Work:** All the work specified, indicated, shown or contemplated in the Contract to construct the improvement, including all alterations, amendments or extensions thereto, made by change order or other written orders of the Engineer.

**Working Day:** Every day except Saturdays, Sundays, legal holidays, District designated legal holidays and those days not charged as working days as stipulated in these General Conditions or in the Special Provisions.

**Work Site:** The area of actual construction and the areas immediately adjacent thereto.

### **G1.03 ABBREVIATIONS**

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFI	Air Filter Institute
AGA	American Gas Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
APWA	American Public Works Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone & Telegraph

AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
CS	Commercial Standards (U.S. Department of Commerce)
CSI	Construction Specifications Institute
DOT	Department of Transportation
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FM	Factory Mutual
FS	Federal Specification
IAMPO	International Association of Mechanical and Plumbing Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers Association
IRI	Insurance Research Institute
ISO	Insurance Services Organization
MISS	Manufactures Standardization Society
NAFM	National Association of Fan Manufacturers
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board Fire Underwriters
NEC	National Electrical Code

NEMA	National Electrical Manufacturers' Association
NFC	National Fire Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PPI	Plumbing and Drainage Institute
PEI	Porcelain Enamel Institute
PG&E	Pacific Gas and Electric Company
PS	Product Standard (US Department of Commerce)
PacBell	Pacific Bell
SAE	Society of Automotive Engineers
SBI	Steel Boiler Institute
SCPI	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

# GENERAL CONDITIONS

## SECTION 2

### PROPOSAL REQUIREMENTS AND CONDITIONS

**G2.01 OBTAINING PROPOSAL FORMS.** All proposal forms and other bid documents shall be obtained from the office of the Secretary of the District, Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, California. Mail requests should be sent to: Secretary of the District, Golden Gate Bridge, Highway and Transportation District, PO Box 9000, Presidio Station, San Francisco, CA 94129.

**G2.02 CONTENTS OF PROPOSAL FORMS.** Prospective bidders will be furnished with Proposal Forms that will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which bid prices are asked.

**G2.03 ENGINEER'S ESTIMATE OF QUANTITIES.** The quantities given in the Proposal are approximate only, being given as a basis for the comparison of bids. The District does not, expressly or by implication, agree that the actual amount of work will correspond to the estimate, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

**G2.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK.** The bidder shall examine carefully the Contract Documents and the site of work. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

The District will make available for the convenience of the bidder or Contractor, such reference materials referred to in the Specifications, and which are not incorporated in the Contract Documents. The bidder or Contractor may inspect such reference materials at the office of the Engineer, Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, California.

**G2.05 EXPLANATIONS.** Any explanation of the plans or specifications desired by a bidder shall be requested in writing from the Engineer. Any explanation, instruction or change to Contract plans or specifications will be made by written addendum which will be mailed or delivered to each firm receiving a set of the Bid Documents. Upon mailing or delivery, such addendum will become a part of Bid Documents and binding on all bidders. The receipt of the addendum by the bidder shall be acknowledged and so noted in the space provided on the Proposal Form. All addenda shall be attached to the Bidder's Proposals. Only written explanations, instructions or changes so given by the District will be effective.

**G2.06 SUBSURFACE CONDITIONS DATA.** When investigation of subsurface conditions has been conducted by the District or at the District's request in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. When such investigations have been made, bidders or contractors may, upon written request, inspect the records of such

investigations, subject to and upon the conditions set forth below. Such inspection of records may be made at the Office of the District Engineer.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the District in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from, those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions is included with the Contract Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, represents only the opinion of the Consultants retained by the District as to the character of the materials encountered during the test borings, is included in the Contract Plans only for the convenience of bidders and its use is subject to all the conditions and limitations set forth in this Article G2.06.

The availability or use of information described in this Article G2.06 is not to be construed in any way as a waiver of the provisions of Article G2.04, "Examination of Contract Documents and Site of Work" of the General Conditions, and a bidder or Contractor is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

No information derived from such inspection of records in investigations or compilation thereof made by the District or its Consultants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

**G2.07 SUBMITTING PROPOSAL FORM.** The Proposal Form in this book, when filled out and executed by the bidder, shall be submitted as its bid. Bids not presented on such forms will be disregarded. The Proposal shall set forth for each item of work, in clearly legible figures, an item price and a total for each item in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the Proposal Form as required.

All proposals shall be submitted as directed in the Notice to Contractors, enclosed in a District furnished envelope, sealed and plainly marked with the bidder's name.

**G2.08 REJECTION OF PROPOSALS.** Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, irregularities which make the bids incomplete, indefinite or ambiguous; if there are improper markings or identifications; if there is no acceptable proposal guaranty; or if the Proposal is signed by other than an authorized person.

A Proposal not properly signed will be rejected as irregular and unauthorized. If the bidder is the sole owner, the Proposal shall be signed by the owner; if the bidder is a partnership, the Proposal shall be signed under the partnership name by a partner of the firm and the name and address of each

partner shall be given; if the bidder is a corporation, the Proposal shall be signed by an authorized officer of the corporation and evidence shall be submitted showing that such individual has the full and proper authorization to execute the bid on the behalf of the corporation. If the bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the bidder other than as provided above, a power of attorney shall be submitted with the Proposal. If requested by the District, the bidder shall submit evidence satisfactory to the District of the authority of the person signing the Proposal.

**G2.09 PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check or a bidder's bond, executed by an admitted surety insurer authorized to transact business in the State of California, made payable to the Golden Gate Bridge, Highway and Transportation District.

The security shall be in an amount equal to at least ten per cent (10%) of the amount of the total bid price as reflected in the Schedule of Prices. A bid will not be considered unless one of the forms of bidder's security is enclosed. Forms in this book may be executed and used, and additional forms may be obtained from the Engineer.

Any condition or limitation placed upon said check or any alteration of the form of bond, or imperfection in the execution thereof, as herein required will render it informal and may, at the option of the District, result in the rejection of the Proposal under which such check or bond is submitted. Said check or bidder's bond shall guarantee that the bidder, if awarded the contract, will execute the required contract and bonds within eight (8) days, not including Saturdays, Sundays and legal holidays, after such contract has been awarded to him or such additional time as may be allowed by the District. If the bidder fails or refuses to execute the required contract and bonds within this time, the money and proceeds from the check or bond, as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable proposal resulting from such failure or refusal to execute the contract and bonds as required. The amount of the check or bond, as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage.

**G2.10 WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the District. The request shall be executed by the bidder or its duly authorized representative.

A telegraphic or telephonic request is not acceptable. The District will accept facsimile transmissions of properly executed requests that are received by the District prior to the time fixed in the public notice for the opening of bids. The District will not be responsible for interruptions, delays, or any other unsuccessful facsimile transmission of bid withdrawals, whether or not caused by the District's facsimile equipment. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

**G2.11 PUBLIC OPENING OF PROPOSALS.** Proposals will be opened and read aloud publicly at the date and time indicated in the Notice to Contractors, at the Office of the District, Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, California. Bidders or their authorized agents are invited to be present.

**G2.12 RELIEF OF BIDDER.** Pursuant to California Public Contract Code, Section 5103, if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief shall be permitted for errors in judgment or carelessness in inspecting the site of the work, or in reading the Contract Plans or Specifications. In addition, the alleged mistake must be a material one.

**G2.13 DISQUALIFICATION OF BIDDERS.** More than one proposal from an individual, firm, partnership, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local project because of a violation of law or a safety regulation.

**G2.14 COMPETENCY OF BIDDERS.** When a "STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCE" is included in the proposal section of the Contract Documents, the bidder is required to submit the information requested. The District will use the information to evaluate the bidder's capability to perform the work in accordance with the Contract requirements and to the satisfaction of the District. Proposals of bidders with inadequate experience or capacity may be rejected at the discretion of the District.

**G2.15 NON-COLLUSION AFFIDAVIT.** Pursuant to California Public Contract Code Section 7106, bidder shall execute and submit with its proposal a duly notarized "Affidavit of Non-Collusion" on the form included in the proposal documents. Upon execution of the Affidavit, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

## GENERAL CONDITIONS

### SECTION 3

#### AWARD AND EXECUTION OF CONTRACT

**G3.01 AWARD OF CONTRACT.** The District reserves, in its sole discretion, the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received, other provisions in the Contract Documents notwithstanding.

The proposals will be compared on the basis of the total bid price which is the sum of the products of the Engineer's estimate of quantities shown in the proposal, times the unit bid prices.

The award of the contract will be based on a lowest responsible bidder standard that shall take into account compliance with the Small Business Program requirements, if applicable, set forth in Section 11 of the Special Provisions.

In the event there is a discrepancy between the computed extension price and the unit price quoted, the unit price shall control and the mathematical error will be corrected accordingly. Any mathematical errors that appear on the face of the bid will be corrected by the District and the District will use the mathematically correct Grand Total Bid Price to determine the lowest monetary bidder.

**G3.02 TIME OF AWARD.** It is anticipated that the award of the contract, if it be awarded, will be to the successful bidder whose proposal complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within forty-five (45) days after the opening of the proposal. If the first bidder selected as a successful bidder refuses or fails to execute the contract, the District may award the contract to the second successful bidder. Such award, if made, will be made within sixty (60) days after the opening of proposals. If the second successful bidder refuses or fails to execute the contract, the District may award the contract to the third successful bidder. Such award, if made, will be made within seventy-five (75) days after the opening of the proposal. The periods of time specified above within which the award of contract may be made, shall be subject to extension for such further period as may be agreed upon in writing between the District, by and through its General Manager, and the bidder or bidders concerned. No bidder may withdraw its bid for a period of seventy-five (75) days after the bid opening date.

**G3.03 CONTRACT BONDS.** The bidder to whom the contract is awarded shall provide a Performance Bond in an amount not less than one hundred percent (100%) of the total price of the Contract. The Performance Bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions, and requirements specified in the Contract Documents. The Performance Bond shall remain in full force and effect for a period of two (2) years from the date of acceptance of the work performed under this Contract as set forth in the Performance Bond form.

The successful bidder shall also provide a Payment Bond in the amount equal to one hundred percent (100%) of the total price of the Contract. The Payment Bond shall provide the District with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract.

Contract bonds shall be on forms attached to this book and shall be executed as surety by a corporation or corporations authorized to issue surety bonds in the State of California, and acceptable to the District. Additional forms may be obtained from the District. The District must give its written consent to any substitution of surety and maintains the right to reject a substitution.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the contract bonds.

Full compensation for furnishing the contract bonds is included in the prices paid for the various contract items of work and no separate payment will be made for this work.

**G3.04 EXECUTION OF CONTRACT.** The Contract shall be signed by the successful bidder and returned, together with the contract bonds and Acord Certificate of Insurance within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded.

**G3.05 FAILURE TO EXECUTE CONTRACT.** Failure of the first successful bidder, the second successful bidder or the third successful bidder to execute the contract and file acceptable bonds as provided herein within eight (8) days, not including Saturdays, Sundays and legal holidays, after such bidder has received notice that the contract has been awarded to it, shall be just cause for the annulment of the award and the application of the proposal guaranty as set forth in Article G2.09, "Proposal Guaranty," of the General Conditions, to damages sustained by the District. The successful bidder may file with the General Manager a written notice, signed by the bidder or authorized representative, specifying that the bidder will refuse to execute the contract if presented to it. The filing of such notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the prescribed time.

**G3.06 RETURN OF PROPOSAL GUARANTIES.** Within ten (10) days after the award of contract to the successful bidder, the District will return the proposal guaranties, other than bidder's bonds, accompanying those proposals that are not to be further considered in making the award. The bidder's bonds will be held until the contract has been finally executed and bonds and other necessary documents are submitted, after which all bidder's bonds will be returned to the bidders except those bidders who wrongfully have failed to execute a contract as required by Article G3.04, "Execution of Contract," and Article G3.05, "Failure to Execute Contract," of the General Conditions.

**G3.07 BID PROTEST PROCEDURES.** The District maintains written procedures that must be followed for all bid protests. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed in writing with the Secretary of the District at least five (5) calendar days prior to bid opening. The protest must clearly specify in writing the grounds and events on which the protest is based.

Protests based upon the District staff's recommendation for award of the Contract shall be submitted in writing to the District Secretary at least twenty-four (24) hours prior to the appropriate Board or Committee meeting at which the staff recommendation will be considered. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete bid protest procedure are available at the office of the District Secretary, Administration Building, Toll Plaza, Golden Gate Bridge, San Francisco, California. FAILURE TO COMPLY WITH THE PROVISIONS SET FORTH IN THE DISTRICT'S WRITTEN BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

# GENERAL CONDITIONS

## SECTION 4

### SCOPE OF WORK

**G4.01 INTENT OF CONTRACT PLANS, SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS.** The intent of the Contract Plans, Special Provisions and Technical Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans, Special Provisions or Technical Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

**G4.02 CHANGES.** The District reserves the right to make such alterations, deviations, additions to or omissions from the Contract Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the General Manager.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the Engineer will, as soon as practicable, issue an approved contract change order for such work and the provisions in Article G4.02.2 "Procedure and Protest," of the General Conditions, shall be fully applicable to such subsequently issued contract change order.

Changes or deviations from the contract shall not be made without authority in writing from the Engineer, and any changes to the work without the Engineer's written approval will be considered unauthorized work and will not be paid for.

When ordered by the Engineer, the Contractor shall halt work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Engineer of the reasons for such change; however, work in the area affected shall not be discontinued unless ordered by the Engineer.

For any approved change in the work, the Contractor shall be entitled to an adjustment in time equal to the number of working days which completion of the entire work is delayed due to the changed work. The Contractor's cost estimate for the changed work shall state the amount of extra time, if any, that it considers should be allowed for making the requested change. Failure to request

additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed work. Disagreement as to time adjustments shall not affect contract price adjustments, nor shall it be cause for not proceeding with the changed work when ordered by the Engineer. The Contractor shall have the right, however, to further pursue a time adjustment in the event agreement is not reached.

**G4.02.1 EMERGENCY AND INDETERMINATE TYPE CHANGE ORDERS.** Changes in the work made necessary by an emergency, as determined by the Engineer, or changes of a kind where the extent of the work cannot be determined until completion, may be authorized by the Engineer in writing. The change order shall state that it is issued pursuant to this Section G4.02.1. Upon receipt of an authorized change order or other written order of the Engineer, the Contractor shall proceed with the ordered work and the Engineer will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed work.

Within fifteen (15) days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in contract time in the same manner as required for ordinary change orders, in Article G4.02.4 of these General Conditions.

**G4.02.2 PROCEDURE AND PROTEST.** A contract change order approved by the General Manager may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such approved contract change order. The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders as that term is used in Articles G4.02.2 to G4.02.7 inclusive, of the General Conditions.

When the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by the contract change order to which such protest relates will be determined as provided in Articles G4.02.2 to G4.02.7 inclusive, of the General Conditions. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access as may be necessary to assist in the determination of the compensation payable for such work.

When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Article G8.09, "Liquidated Damages," of the General Conditions.

Proposed contract change orders may be presented to the Contractor for consideration prior to approval by the General Manager. If the Contractor signifies acceptance of the terms and conditions of such proposed contract change order by executing such document, and if such change order is approved by the General Manager and issued to the Contractor, then payment in accordance with the change order shall constitute full compensation for all work included in or required by the change order. A contract change order executed by the Contractor and approved by the General Manager is an executed contract change order as that term is used in Articles G4.02.2 to G4.02.7 inclusive, of the General Conditions. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

The Engineer may provide for an adjustment of compensation as to a contract item of work included in a contract change order determined as provided in Articles G4.02.2 to G4.02.7 inclusive, of the General Conditions, if such item of work is eligible for an adjustment of compensation.

**G4.02.3 INCREASED OR DECREASED QUANTITIES.** Increases or decreases in the quantity of a contract unit price item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate.

If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate by twenty-five percent (25%) or less, payment will be made for the quantity of work of the item performed at the contract unit price, unless eligible for adjustment pursuant to Article G4.02.6, "Changes in Character of Work," of the General Conditions.

If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate by more than twenty-five percent (25%), in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Articles G4.02.3.1, G4.02.3.2 or G4.02.3.3, of the General Conditions, as the case may be.

**G4.02.3.1 INCREASES OF MORE THAN TWENTY-FIVE PERCENT.** Should the total pay quantity of any unit price item of work required under the Contract exceed the Engineer's Estimate by more than twenty-five percent (25%), the work in excess of one hundred twenty-five percent (125%) of such estimate and not covered by an executed contract change order specifying the compensation to be paid will be paid for by adjusting the contract unit price, as provided below. Alternatively, at the option of the Engineer, payment for the work involved in such excess will be made on the basis of force account as provided in Article G9.03, "Force Account Payment," of the General Conditions.

Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as provided below, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for one hundred twenty-five percent (125%) of the contract quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Article G9.03, "Force Account Payment," of the General Conditions; or such adjustment will be as agreed to by the Contractor and the Engineer.

When the compensation payable for the number of units of an item of work performed in excess of 125% of the Engineer's Estimate is less than \$5,000.00 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in said price if he so elects, except that the adjustment will be made if requested in writing by the Contractor.

**G4.02.3.2 DECREASES OF MORE THAN TWENTY-FIVE PERCENT.** Should the total pay quantity of any unit price item of work required under the Contract be less than seventy-five percent (75%) of the Engineer's Estimate, the quantity of the item performed, unless covered by an executed contract change order specifying the compensation payable for it, will be paid for by adjusting the contract unit price, as provided below. Alternatively, at the option of the Engineer, payment for the

quantity of the work of such item performed will be made on the basis of force account as provided in Article G9.03, "Force Account Payment," of the General Conditions, provided, however, that in no case shall the payment for such work be less than that which would be made at the contract unit price.

Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as provided below, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Article G9.03, "Force Account Payment," of the General Conditions, or such adjustment will be as agreed to by the Contractor and the Engineer.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of seventy-five percent (75%) of the Engineer's Estimate of the contract quantity for such item at the original contract unit price.

**G4.02.3.3 ELIMINATED ITEMS.** Should any contract item of the work be eliminated in its entirety, in the absence of an executed contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the actual cost of any further handling will be paid for by the District. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the District.

The actual costs or charges to be paid by the District to the Contractor as provided in this Article G4.02.3.3 will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Article G9.03, "Force Account Payment," of the General Conditions.

**G4.02.4 CHANGES IN A LUMP SUM CONTRACT OR ITEM.** The Contractor will be notified in writing of a proposed change order describing the intended change. Within 15 days after receipt of a written request, the Contractor shall submit the proposed price to be added or deducted from the lump sum price due to the change. The Contractor's proposed price to be added to or deducted from the lump sum price shall be supported by detailed estimates of cost prepared by the Contractor, vendor or supplier, and any request for adjustment in contract time which is directly attributable to the changed work. The Contractor shall, upon request by the Engineer, permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation for the performance of changed work on the basis of the Contractor's proposed cost estimate of the work, the lump sum price will be adjusted accordingly and the Contractor shall proceed with the work at the agreed price. The agreement shall be in writing and executed by both parties.

If the Contractor and the Engineer fail to agree as to the adjustment in compensation for the performance of the changed work, the Contractor, upon written order from the Engineer, shall

proceed immediately with the changed work and the contract price shall be adjusted in accordance with Article 4.02.4.1, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) day period, the Contractor shall commence the work immediately upon receipt of written order of the Engineer and the contract price will be adjusted in accordance with the Engineer's cost estimate for the changed work, unless the Contractor within 15 days following completion of the changed work presents proof to the satisfaction of the Engineer that the Engineer's estimate of cost was in error.

**G4.02.4.1 FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.** When a proposed change order decreases the cost of the work and the Engineer and the Contractor fail to agree upon the decreased cost for it, the Engineer's estimated decrease in cost shall be deducted from the contract price. The Contractor will be allowed 15 days after receipt of a contract change order approved by the Engineer, in which to file a written protest setting forth in what respects it differs from the Engineer's estimate of decreased cost, otherwise the decision of the Engineer to deduct his estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Engineer and the Contractor fail to agree on the cost of a change order which increases the cost of the work, the Engineer will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's work, the Contractor shall review the Engineer's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Engineer and the Contractor and shall become the basis for payment for the changed work. Upon completion of the work under the change order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Engineer and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed work will be made to the Contractor until all work called for in the change order has been completed, except that progress payments may be made on those portions of the changed work which the Contractor and the Engineer agree as to cost.

**G4.02.5 ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed work and the manner in which such costs shall be computed are set forth in Articles G4.02.5.1 through G4.02.5.4 of these General Conditions. Where the term "actual cost" is used in these articles, it shall be deemed to mean "estimated cost" when the adjustment in compensation is of a necessity based upon estimated costs.

**G4.02.5.1 LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the work is performed, nor will the use of a labor classification which would increase the cost be permitted unless the Contractor establishes to the complete satisfaction of the Engineer, the necessity for payment at a higher rate.

In lieu of calculating the actual cost per worker for compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended, a labor surcharge percentage may be used. The Contractor shall provide the Engineer with the information necessary to establish the appropriate labor surcharge for each trade or it shall be as specified in the Special Provisions.

The Contractor will be paid the actual subsistence and travel allowance paid to the workers.

**G4.02.5.2 MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed work. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the District whether or not such discount may have been taken. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment will not exceed the current wholesale price for such materials. If, in the opinion of the Engineer, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The District reserves the right to furnish such materials required by the change order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the District.

**G4.02.5.3 EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Engineer in the performance of the changed work. No payment will be made for time while equipment is inoperative due to breakdowns or on days when no work is performed. In addition, the rental time shall include the time required to move the equipment to the work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed work during the time between move in and move out. Individual pieces of equipment having a replacement value of \$200 or less shall be considered to be tools or small equipment, and no payment will be made. For equipment owned, furnished or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

**G4.02.5.4 OWNER-OPERATED EQUIPMENT.** When the Engineer permits, the Contractor may use owner-operated equipment on contract changes or extra work. Invoices for such work on a basis of the current market price may be accepted without complete itemization of labor, material and equipment rental costs.

To the owner-operated invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added fifteen percent (15%).

**G4.02.5.5 WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES.** When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price may be accepted without

complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added fifteen percent (15%).

**G4.02.5.6 MARKUPS.** When a change order increases the cost of the work, the Contractor may add the following maximum markups to the actual costs of labor, materials, or equipment rental:

- 33 percent for labor;
- 15 percent for materials;
- 15 percent for equipment rental;
- 15 percent for owner-operated equipment; and
- 15 percent for special forces or special services.

The above markups include full compensation for bonds, profit and overhead.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section G8.01, "Subcontracting," an additional markup of 5 percent will be added to the total cost of the extra work including all markups specified in this Section G4.02.5.6. Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

When a change order decreases the cost of the work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment which would have been used on such work had the change order not been issued.

When a change order involves both added work and deleted work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in the increased cost, a markup of thirty-three percent (33%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

**G4.02.6 CHANGES IN CHARACTER OF WORK.** If an ordered change in the Contract Plans or Specifications materially changes the character of the work of a contract item from that on which the Contractor based the bid price, and if the change increases or decreases the actual cost of such changed item as compared to the actual or estimated actual cost of performing the work of said item in accordance with the Contract Plans and Specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation will be made in accordance with the following.

The basis of such adjustment in compensation will be the difference between the actual cost to perform the work of the item or portion involved in the change as originally planned and the actual cost of performing the work of said item or portion thereof involved in the change, as changed. Actual costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Article G9.03, "Force Account Payment," of the General Conditions; or such adjustment will be as agreed to by the Contractor and the Engineer. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Engineer, the work of said item or portion of item which is changed in character will be paid for by force account as provided in said Article G9.03.

If the compensation for an item of work is adjusted under this Article G4.02.6, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in Article G4.02.3, "Increased or Decreased Quantities," of the General Conditions.

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall in no way be construed as relieving the Contractor of its duty and responsibility of filing a written protest within the fifteen (15) day limit as provided in Article G4.02.2, "Procedure and Protest," of the General Conditions.

**G4.02.7 EXTRA WORK.** New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Contract Plans or Specifications.

The Contractor shall do such extra work and furnish necessary labor, material and equipment upon receipt of an approved contract change order or other written order of the Engineer, and in the absence of such approved contract change order or other written order of the Engineer, the Contractor shall not be entitled to payment for such extra work.

Payment for extra work required to be performed pursuant to the provisions in this Article G4.02.7, in the absence of an executed contract change order, will be made by force account as provided in Article G9.03, "Force Account Payment," of the General Conditions; or as agreed to by the Contractor and the Engineer.

**G4.02.8 GENERAL LIMITATIONS.** In no event shall any actual cost for added work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Engineer that it investigated all possible means of obtaining such work at prevailing market values and that the excess cost could not be avoided. The Engineer shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly required for the performance of the changed work. Lump sum quotations may be accepted at the option of the Engineer. When a change order deletes work from the contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the work were opened.

When work under this Article 4.02 is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such forces as to the distribution of the payment made by the District for such work. No additional payment will be made by the District by reason of the performance of the work by a subcontractor or other forces.

**G4.03 DETOURS.** When required by the Special Provisions, Technical Specifications, or shown on the Contract Plans, or required by responsible public agencies, the Contractor shall construct, maintain and remove detours for the use of public traffic, without additional cost to the District, unless separate payment is specified in the Special Provisions or Technical Specifications.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

**G4.04 ARCHAEOLOGICAL DISCOVERIES.** All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

**G4.05 PRESERVATION AND CLEANING.** The Contractor shall clean up the work at frequent intervals and at other times when directed by the Engineer. While finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash.

Before final inspection of the work, the Contractor shall clean the project site, material sites and all ground occupied by him in connection with the work, of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as applicable, of exposed architectural finish surfaces. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

**G4.06 GUARANTY OF WORK.** Unless otherwise required by the Special Provisions or the Technical Specifications, the Contractor guarantees all work done under the contract to be free from faulty materials and workmanship for a period of two (2) years from the date of acceptance, and shall furnish a performance bond as provided in Article G3.03, "Contract Bonds" of the General Conditions.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the District.

The Contractor further agrees, that within 10 calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event the Contractor fails to comply, it does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will honor and pay the cost and charges upon demand. The District shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

## GENERAL CONDITIONS

### SECTION 5

#### CONTROL OF WORK

**G5.01 AUTHORITY OF ENGINEER.** The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Contract Plans and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

**G5.02 CONTRACT PLANS.** The Contract Plans consist of general plans and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing.

Upon written request, the District will furnish to the Contractor for its use, at no expense to the Contractor, one reproducible copy of all Contract Plans and all revisions thereto.

**G5.03 WORKING DRAWINGS AND OTHER SUBMITTALS.** The Contract Plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. Working drawings shall have been approved by the Engineer before any work involving such drawings is performed. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

Working drawings for any part of the permanent work shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details and erection plans.

Working drawings for cribs, cofferdams, falsework, centering and form work, and for other temporary work and methods of construction the Contractor proposes to use, shall be required. Such working drawings shall be subject to approval insofar as the details affect the character of the finished work, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

It is expressly understood that approval of the Contractor's working drawings shall not relieve the Contractor of any of its responsibility under the Contract for the successful completion of the work in conformity with the requirements of the Contract Plans and Specifications. Such approval shall not operate to waive any of the requirements of the Contract Plans and Specifications or relieve the Contractor of any obligation under the Contract Plans and Specifications, and defective work, materials and equipment may be rejected notwithstanding such approval.

Submittal and processing of working drawings shall conform to the requirements of the Special Provisions or Technical Specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed.

If any mechanical, electrical, structural or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Plans and Special Provisions, such changes shall not be made without the approval of the Engineer and shall be made without additional cost to the District.

It shall be the Contractor's responsibility to submit, so as to cause no delay in the work, all working drawings, descriptive data and samples for the various trades as required by the Special Provisions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the work of other trades involved before they are submitted to the Engineer for examination.

Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of the submittal by the Engineer.

It shall be the Contractor's responsibility to submit working drawings or other submittals so as to allow sufficient time for review, for securing necessary approvals, for possible revision and resubmittal, so as to cause no delay in the work.

In scheduling the timing of submittals, Contractor shall allow at least twenty (20) working days for the District's review of submittals, District shall make best efforts to review submittals within the time period scheduled by Contractor, but District's inability to do so shall not be deemed to be automatic grounds for granting additional time to Contractor.

Should the Engineer fail to complete his review within a reasonable period and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted pursuant to the provisions in Article G8.09, "Liquidated Damages," of these General Conditions, and no additional compensation will be allowed for such delay.

Working drawings shall have a trim size of twenty-two inches by thirty-four inches (22" x 34"). Drawings shall be complete, and shall have a title block in the lower right hand corner which will identify the Contractor, the subcontractor, the contract by title and number, the subject matter of the drawing, the sheet number and sequential sheet numbers beginning with the title sheet as sheet 1, the date of original issue of the drawing, the serial number and date of each revision. All drawings shall include a graphical scale and indicate the amount of reduction used, if any. The quality of lettering and draftsmanship shall be such as to insure easily read reproductions by microfilming process.

The Contractor shall submit two full-size reproducible transparencies and two full-size prints of each working drawing to the Engineer for review.

Wherever the Technical Specifications provide for the submittal of more than the above-stated number of prints, the provisions of the Technical Specifications shall govern.

Each working drawing submitted by the Contractor, shall bear the approval stamp of the Contractor, and shall be marked to indicate any deviation in the working drawing from the requirements of the Contract Documents. By approving and submitting working drawings, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each working drawing with the requirements of the work and the Contract Documents.

The Engineer will review and approve working drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the work and with the information given in the Contract Documents. The reproducible may be stamped "approved," "approved as noted" or "not approved," by the Engineer and returned to the Contractor.

Where a working drawing reproducible is returned marked "approved," the Contractor shall proceed with the work in accordance with the Contract.

When a working drawing reproducible is returned marked "approved as noted", the Contractor shall make the changes noted on the submittal and proceed with the work in accordance with the contract. The revised working drawing shall be resubmitted with the corrections clearly defined as the revised reproducibles.

Where a working drawing reproducible is returned marked "not approved," the Contractor shall revise the working drawing and resubmit for review. The revised working drawing shall be resubmitted, with the corrections clearly defined on the revised reproducibles. The revised reproducibles and prints will be reviewed in accordance with the provisions of this Article G5.03 for the original submittal.

After final review is approved, the Contractor shall submit five (5) sets of prints for use during construction.

Where the Technical Specifications require the submittal of description data such as catalog sheets, brochures, manufacturer's instructions or other printed information normally furnished by the material supplier or equipment manufacturer, the Contractor shall submit five (5) copies of the required information to the Engineer for review. The copies will be stamped "approved" or "not approved" by the Engineer and two copies will be returned to the Contractor. When the copy is returned marked "not approved," the Contractor shall submit five (5) copies of corrected information, which will in turn be processed as provided in this Article G5.03 for the original submittal.

When the working drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in strict accordance with the drawings. Any further changes will require a resubmittal of the drawings.

Before final payment is made, the Contractor shall prepare and furnish to the Engineer one set of As-Built drawings on District-furnished reproducibles of the Contract Plans, clearly revised, completed and brought up to date, showing the permanent construction as actually made.

Before final payment is made, the Contractor shall furnish to the Engineer one set of Working Drawings on full size reverse reading wash-off mylar copy.

**G5.04 TRENCH SAFETY.** Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval, from the Engineer, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

**G5.05 CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Contract Plans or indicated in the Specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Contract Plans and Specifications, and his decision as to any allowable deviations therefrom shall be final.

**G5.06 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** The General Conditions, Special Provisions, Technical Specifications, Contract Plans, Contract Change Orders and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

The Technical Specifications shall govern over the Contract Plans. The Special Provisions, Technical Specifications and Plans shall govern over the General Conditions.

Should it appear that the work to be done or any of the related matters are not sufficiently detailed or explained in the Specifications or the Contract Plans, the Contractor shall apply to the Engineer for such further written explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications or the Contract Plans, clarification shall be sought from the Engineer, whose decision shall be final.

In the event of any discrepancy between any drawing and the figures written on the drawing, the figures shall be taken as correct. Detail drawings shall prevail over general drawings and general notes shall prevail over drawings. Schedules on drawing shall take precedence over conflicting notation on drawings.

**G5.07 ORDER OF WORK.** When required by the Special Provisions or Contract Plans, the Contractor shall follow the sequence of operations as set forth.

Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**G5.08 SUPERINTENDENCE.** The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

The authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or its authorized representative are not present on any particular part of the work when it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

**G5.09 LINES AND GRADES.** Only such primary control lines, monuments and bench marks will be set by the Engineer as he determines to be necessary to control establishment of the lines and grades required for the completion of the work. In general, these will consist of the primary horizontal and vertical control points shown on the Contract Plans.

Monuments, stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such monuments, stakes or marks are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor shall be charged for the cost of replacing or restoring monuments, stakes and marks destroyed or damaged by reason of his operations. This charge will be deducted from any monies due or to become due the Contractor.

The Contractor shall temporarily suspend work at such points and for such reasonable times as the Engineer may require for transferring or setting monuments, stakes or marks, and the Contractor shall not be entitled to any additional compensation or extension of time therefor.

All other stakes or marks required to establish the lines and grades required for the completion of the work shall be the responsibility of the Contractor.

Payment for such work shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**G5.10 INSPECTION.** The Engineer shall, at all times, have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to his inspection.

The inspection of the work or materials shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials have

been previously inspected by the Engineer, or that payment for them has been included in a progress estimate.

The Contractor shall notify the Engineer in advance as to those times when no construction activities will take place. Absent such notification, all costs incurred by the District as a result of attending to the project site at times when no construction is taking place will be charged to the Contractor.

Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, it shall give notice to the Engineer of such intention 24 hours prior to performing such work, or such longer period as may be specified so that the Engineer may make necessary arrangements.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by the Federal agency involved.

The Contractor shall keep one copy of all Contract Plans, Specifications, and working drawings on the work in good order available to the Engineer and all authorized representatives of the District.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

**G5.11 REMOVAL OF REJECTED OR UNAUTHORIZED WORK.** All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Engineer and no compensation will be allowed it for such removal, replacement, or remedial work.

Any work done beyond the lines shown on the plans or established by the Engineer, or any work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Article G5.11, the District may cause rejected or unauthorized work to be remedied, removed or replaced, and the costs will be deducted from any moneys due or to become due the Contractor.

**G5.12 EQUIPMENT AND PLANTS.** Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

All vehicles used on existing structures, highways and streets shall be equipped with pneumatic tires unless otherwise permitted in writing by the Engineer.

**G5.13 METHOD OF CONSTRUCTION.** Unless otherwise expressly provided by the Contract Plans, Specifications and Addenda, the methods of construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to reject methods proposed by the Contractor which, in the Engineer's opinion, will constitute or create a hazard to the work, or to persons or property, or which will not produce finished work in accordance with the terms of the Contract.

The Engineer's approval of the Contractor's method of construction, or failure to exercise the right to reject such methods, shall not relieve the Contractor of its obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to reject create a cause of action for damages.

**G5.14 CHARACTER OF WORKERS.** If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work.

**G5.15 FINAL INSPECTION.** When the work has been completed, the Engineer will make the final inspection.

**G5.16 SUBMITTAL OF AS-BUILT DATA.** The Contractor shall submit to the Engineer all information required by the Engineer to verify as-built drawings for all permanent contract work.

In order to provide for the timely submission of data, and avoid loss of information, the Contractor shall submit acceptable as-built data to the Engineer on a monthly basis.

This shall not relieve the Contractor of his responsibility to provide as-built drawings as described in Article G5.03.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices for the various items of work and no additional compensation will be allowed therefor.

**G5.17 CONSTRUCTION COST REDUCTION INCENTIVE.** The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, Special Provisions or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

- 1) A description of both the existing Contract requirements for performing the work and the proposed changes.
- 2) An itemization of the Contract requirements that must be changed if the proposal is adopted.
- 3) A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change.

- 4) A statement of the time within which the Engineer must make a decision thereon.
- 5) The Contract work affected by the proposed changes, including any quantity variation attributable to it.

The provisions of this Article G5.17 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design will not be considered as an acceptable cost reduction proposal; the District will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the Plans or Special Provisions under consideration by the District for the project, at the time the proposal is submitted or if such a proposal is based upon or similar to the General Conditions, Special Provisions or Technical Specifications adopted by the District after the advertisement for the Contract, the Engineer will not accept such proposal and the District reserves the right to make such changes without compensation to the Contractor under the provisions of this Article G5.17.

The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed change order, incorporating the cost reduction proposal, has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The District reserves the right where it deems such action appropriate, to require the Contractor to share in the District's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. When such a condition is imposed, the Contractor shall indicate his acceptance in writing, and such acceptance shall constitute full authority for the District to deduct amounts payable to the District from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Article G5.17. Such change order shall incorporate the changes in the Contract Documents which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the District's approval is based if the approval of the District is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid fifty percent (50%) of the estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work under it shall not extend the time of completion of the contract unless specifically provided for in the Contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work, pursuant to the change order.

The District expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the District when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation pursuant to this Article G5.17, and in that case, only as to those contracts awarded to it prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Article G5.17, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the District. Subject to the provisions contained herein, the District or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

The Contractor, in providing the information required in the second paragraph of this Article G5.17, shall take into consideration the period of time that may be required by the District to process a cost reduction proposal with other agencies, Federal agencies, and the Board, as may be appropriate, in order to make a decision thereon.

This Article G5.17 shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

**G5.18 MAINTENANCE AND OPERATING MANUALS.** Where the Technical Specifications require the submittal of maintenance and operating instructions for mechanical, electrical and specialty equipment and systems, the Contractor shall submit one copy of the maintenance manual to the Engineer for approval not less than fifteen (15) days before completion of the work. After approval of the manual and before acceptance of the complete work, five final copies of the maintenance manual shall be submitted to the Engineer.

The maintenance manual shall be prepared and assembled together with catalog cuts, diagrams, illustrations, parts, numbers and source of supply. All pages shall be clear, legible and permanent. Offset printing or multilith is preferable, but electrostatic or photo copies will be acceptable if clear and permanent. Pages shall be 8 1/2 inches by 11 inches in size, or folded to that size, and placed in a three-ring hard cover binder, using not more than 2/3 the binder capacity. The first page shall be a title page, with the contract number, title of contract, name of general contractor and date of submittal. A table of contents following the title page shall list each item in the order presented, and the number of pages applicable to each item. The manual pages do not have to be numbered, but index tab pages shall be provided to permit quick access. A complete list of equipment and other items to be included will be furnished by the Engineer. Data relative to each item shall follow the sequence and include the following sections where applicable.

- (a) Technical description of the equipment in the detail of a purchase order.

- (b) Operation instructions, including recommended clearances and tolerances, and sequence of operations for electrical, hydraulic and pneumatic control systems.
- (c) Lubrication instructions, including frequency of application and type of lubricants.
- (d) Step-by-step procedures for dismantling, replacement of parts, and re-assembling.
- (e) Part identification numbers, and sources of replacement parts.
- (f) If a complete Contractor-furnished system is involved, a simplified facility drawing shall be provided to show all the components of the system.

## GENERAL CONDITIONS

### SECTION 6

#### CONTROL OF MATERIALS

**G6.01 MATERIALS.** The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Special Provisions or the Technical Specifications to be furnished by the District and materials furnished by the District in accordance with Article G9.03, "Force Account Payment," of the General Conditions.

Unless otherwise specified in the Special Provisions, Technical Specifications or on the Contract Plans, materials furnished by the Contractor for incorporation into the work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind shall be similar to those which are indicated.

Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection. The materials shall be manufactured, handled and used in a workmanlike manner to insure completed work in accordance with the Contract Plans and Specifications.

Materials to be used in the work will be subject to inspection and tests by the Engineer or designated representative. The Contractor shall furnish, without charge, such samples as may be required in accordance with Article G6.07, "Samples," of the General Conditions. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such material will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from such listed sources in advance of their use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, unless made at the point of incorporation in the work; in no way shall be considered as a guaranty of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made. Inspection and testing performed by the District shall not relieve the Contractor or his suppliers of responsibility for quality control.

All materials which do not conform to the requirements of the plans and special provisions, as determined by the Engineer, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under these provisions, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturers' warranties, guaranties, instruction sheets and parts' lists, which are furnished with certain materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the Contractor.

**G6.02 DISTRICT-FURNISHED MATERIALS.** Materials furnished by the District will be available at locations designated in the Specifications, or if not designated in the Specifications, they will be delivered to the project. They shall be hauled to the site of the work by the Contractor at his own expense, including any necessary loading and unloading that may be involved. The cost of handling and placing District-furnished material shall be considered as included in the price paid for the contract item involving such District-furnished material.

The Contractor shall be held responsible for all materials furnished to him, and he shall pay all demurrage and storage charges.

District-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the District for the cost of replacing District-furnished material, and such costs may be deducted from any moneys due or to become due the Contractor. All District-furnished material that is not used in the work shall remain the property of the District and shall be delivered to the Engineer.

**G6.03 TRADE NAMES AND ALTERNATIVES.** For convenience in designation on the Contract Plans or in the Specifications, certain materials, articles or equipment to be incorporated in the work may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Except in those instances where the product is designated to match others in use in a particular improvement either completed or in the course of completion, the use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted subject to the following requirements:

- 1) The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the work, but need not be made in less than 35 days after award of the Contract.
- 2) No such proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles or equipment. Samples shall be provided when requested by the Engineer. The Contractor shall satisfy the Engineer as to the comparative quality, suitability or performance of the offered materials, articles or equipment. In the event that the Engineer rejects the use of such alternative materials, articles or equipment, then one of the particular products designated by brand name shall be furnished.
- 3) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and those decisions shall be final. Where use of an alternative material involves redesign of or changes to other parts of the work, the cost and the time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the Engineer will be borne by the Contractor.

- 4) Whenever classification, rating or other certification by a body such as UL or NEMA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating compliance with specification requirements. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative material shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any Contract requirement.

**G6.04 PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the work is dated.

When standards or test designations of the Federal Government, trade societies or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the work is dated shall be considered as part of the Contract.

**G6.05 CERTIFICATE OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the special provisions require that such certificate be furnished. In addition, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Special Provisions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Plans and Special Provisions and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

**G6.06 PLANT INSPECTION.** The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply.

**G6.07 SAMPLES.** After the award of the Contract, the Contractor shall furnish to the Engineer samples indicated in the Specifications or requested by the Engineer. Samples shall be submitted

without charge, with shipping charges prepaid. Materials for which samples are required shall not be used in the work until approved in writing by the Engineer.

Each sample shall be submitted in duplicate, unless otherwise directed, and shall be labeled with the following data: name, number and location of project; name of Contractor; material or equipment represented, location in the project; name of producer, brand, trade name if applicable, place of origin; and date of submittal.

The Contractor shall forward a letter to the Engineer submitting each shipment of samples and containing the information required in the previous paragraph. Approval of a sample shall be only for all characteristics and use named in the submittal and approval, and shall not be construed to change or modify any contract requirement. Before submitting samples, the Contractor shall assure itself that the materials or equipment will be available in the quantities required in the project, as no change or substitution will be permitted after a sample has been approved unless approved by the Engineer in writing.

Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise the samples will not be considered for testing.

Approved samples not damaged in testing may be incorporated in the finished work if marked for identification and approved by the Engineer. Materials incorporated in the work shall match the approved samples.

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this Contract, any further samples of the same brand, make or source of that material. The Engineer reserves the right to disapprove any material which has previously proven unsatisfactory in service.

Samples of material delivered on the site or in place may be taken by the Engineer for testing. Failure of samples to meet Contract requirements will annul previous approvals of the item tested.

Full compensation for furnishing all samples will be considered as included in the prices paid for the Contract items of work to which such samples relate and no additional compensation will be allowed for them.

**G6.08 TESTING.** Materials and work shall be tested in accordance with the methods in use by the State of California, Department of Transportation, or by nationally recognized testing organizations. The Engineer will make or approve all testing. Unless otherwise noted in the Specifications, testing will be made at the expense of the District. In the event that any materials and work fail to pass tests, the cost of subsequent testing of similar materials and work as may be required by the Engineer shall be borne by the Contractor.

Test methods developed by the State of California, Department of Transportation are identified by the prefix Calif., followed by the serial number. Copies of individual test methods are available at the Transportation Laboratory, Sacramento, California, and copies can be examined by interested persons upon request at the office of the Engineer.

Whenever a reference is made in the Specifications to a test method by Calif. number, it shall mean the test method in effect on the date of the Notice to Contractors for the work. Whenever a reference is made in the Specifications to a specification or test designation either of the American Society for Testing and Materials, the American Association of State Highway Officials, Federal Specifications, Underwriters' Laboratories, Inc., or any other recognized national organization, and the number accompanying the test designation representing the year of adoption of the test has been omitted, the reference shall mean the test method in effect on the date of the Notice to Contractors for the work.

Whenever the Special Provisions provide an option between two or more test methods, the Engineer will determine the test method to be used.

Whenever a specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Article G6.08 and shall not constitute a waiver of the District's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Engineer.

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Article G6.05, "Certificates of Compliance," of these General Conditions.

**GENERAL CONDITIONS**  
**SECTION 7**  
**LEGAL RELATIONS AND RESPONSIBILITY**

**G7.01 LAWS TO BE OBSERVED.** Contractor shall keep informed, and observe and comply with and cause all of Contractor's agents, employees and subcontractors and their employees to observe and comply with all applicable Federal, State, County and municipal ordinances and regulations, and provisions of all permits issued for the work. If any conflict arises between provisions of the contract and any such law, the Contractor shall notify the Engineer at once in writing. The Contractor shall protect and indemnify the District and any of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of any such law, rule or regulation, whether by the Contractor or its agents, employees or subcontractors. The Contract Documents shall be governed by the laws of the State of California.

**G7.02 HOURS OF LABOR.** Eight hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the District, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code, and in particular, Section 1810 to Section 1815, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in Section 1815.

**G7.03 WAGES AND PAYROLLS**

**G7.03.01 PREVAILING WAGES.** The Contractor shall comply with California Labor Code Section 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by it or by any subcontractor in violation of the provisions of the California Labor Code and, in particular, Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The minimum wages to be paid on this construction project (which wage rates includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done shall be as determined by the Director of Industrial Relations of the State of California.

The prevailing wage rate can be reviewed at the Golden Gate Bridge, Highway and Transportation District, Administration Building, Toll Plaza, San Francisco, or can be obtained by writing The Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, PO Box 603, San Francisco, CA 94101. Such wage rates must be prominently posted at the construction site.

The wage rates determined by the Director of Industrial Relations refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, the published rate of wage shall be in effect for the life of the Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Contract in the same manner as if it had been published. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Contract, each successive predetermined wage rate shall apply to the Contract on the date following the expiration date of the previous wage rate. If the last such predetermined wage rate expires during the life of the Contract, such wage rate shall apply to the balance of the Contract.

The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the District on the Contract.

**G7.03.02 PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions by his subcontractors.

(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivisions (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

(d) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

(f) The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) In the event of noncompliance with the requirements of this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

The Contractor and each subcontractor shall preserve their payroll records for a period of three years from the date of completion of the contract.

**G7.04 TRAVEL AND SUBSISTENCE PAYMENTS.** Attention is directed to the requirements of Section 1773.8 of the California Labor Code. The Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in said Section 1773.8.

**G7.05 FAIR EMPLOYMENT PRACTICES.** In connection with the performance of the work under this contract, the Contractor shall certify compliance with the provisions of the State Fair Employment and Housing Act, Government Code Sections 12900 et seq.

The "Fair Employment Practices Certificate" contained in the Proposal Form shall be executed and submitted by the Bidder with his Proposal. Additional forms may be obtained from the Engineer.

**G7.06 NON-DISCRIMINATION IN EMPLOYMENT.** Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

**G7.07 CONTRACTORS' LICENSING LAWS.** Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of Contractors. Also, see Article G7.15, "Permits and Licenses," of these General Conditions and Article S7.03, "Permits and Licenses," of the Special Provisions.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, CA 95814 (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.

**G7.08 APPRENTICES.** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices. Responsibility for compliance with this section lies with the Contractor.

It is District policy to encourage the employment and training of apprentices on District contracts as may be permitted under local apprenticeship standards.

**G7.09 WORKERS' COMPENSATION.** Pursuant to the requirements of Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to commencement of work, the Contractor shall sign and file with the District a certification in the following form:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

Said certification is included in the Contract, and signature, and return of the Contract as provided in Article G3.04, “Execution of Contract,” of the General Conditions shall constitute signing and filing of the said certificate.

**G7.10 AIR POLLUTION CONTROL.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes that apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the California Government Code.

Material to be disposed of shall not be burned, either inside or outside the work site.

**G7.11 WATER POLLUTION CONTROL.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes that apply to any work performed pursuant to the Contract.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, coastal waters and other bodies of water from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials, and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said waters.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the Contract Plans specified herein or in the Special Provisions or Technical Specifications, or ordered by the Engineer.

**G7.12 SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

**G7.13 USE OF PESTICIDES.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies that govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents or nematodes and any substance or mixture of

substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

**G7.14 WEIGHT LIMITATIONS.** Unless expressly permitted in the Specifications, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the California Vehicle Code shall not be operated over completed or existing treated base, surfacing, pavement or structures in any areas within the limits of the project.

**G7.15 PERMITS AND LICENSES.** To the extent permit and licensing requirements are applicable, the Contractor shall procure all permits and licenses not procured by the District as listed in the Specifications, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

**G7.16 PAYMENT OF TAXES.** The contract prices paid for the work shall include full compensation for all taxes that the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. The District will furnish Federal tax exemption certificates and any and all affidavits and documents that may be necessary to establish an exemption from Federal taxation upon the request of the Contractor. The District is not exempt from payment of State and local sales taxes.

**G7.17 PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless and defend the District, the Engineer and their duly authorized representatives from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall: (a) secure for the District the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses, or (b) replace such materials, equipment, devices or processes with noninfringing materials, equipment, devices or processes, or (c) modify them so that they become noninfringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the District or the Engineer.

**G7.18 SAFETY PROVISIONS.** The Contractor shall conform to the rules and regulations pertaining to safety established by applicable State and Federal laws and regulations, rules and orders as may be prescribed by any official or representative charged with their enforcement, and shall take such other measures as may be necessary to the end that work shall be done in a safe manner and that the safety and health of the employees and the people of local communities are safeguarded. Upon failure of the Contractor to comply with any of the requirements of this article, the Engineer shall have the authority to stop any operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor.

**G7.19 PUBLIC CONVENIENCE.** This Article G7.19 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with his operations. Attention is directed to Article G4.03, "Detours," of the General Conditions for provisions relating to the passage of traffic around the work over detours.

Attention is directed to Article G7.20, "Public Safety," of the General Conditions for provisions relating to the Contractor's responsibility for safety of the public. By reason of its conformance with any of the provisions in this Article G7.19, the Contractor will not be relieved from his responsibility as set forth in Article G7.20, "Public Safety," of the General Conditions.

The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Specifications, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. The Contractor shall obtain approval of the plans for the routing and control of traffic from the appropriate city, county or State agency. When the temporary rerouting or closing to traffic of any public street or highway is necessary, the Contractor shall make all necessary arrangements with the appropriate city, county or State agency.

At points designated in the Specifications where trucks will leave the site and enter paved public streets, the Contractor shall maintain a suitable truck-cleaning installation and crew. All trucks or other vehicles leaving the site shall be cleaned of mud and dirt, including mud and dirt clinging to exterior body surfaces of vehicle.

All trucks bringing to the site or leaving the site with materials or loose debris shall be loaded in a manner which will prevent dropping of materials or debris on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to all property, roads and highways along the line of work shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition. When the abutting property owners' access across the right-of-way line is to be eliminated or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, barricades and other facilities, and the cost of furnishing such flaggers will be paid for as extra work as provided in Article G4.02.7, "Extra Work," of the General Conditions.

In the event of a suspension of the work, attention is directed to Article 8.06, "Temporary Suspension of Work," of the General Conditions.

Except as may be otherwise provided in this Article G7.19 or in the Special Provisions, full compensation for conforming to the requirements in this Article G7.19 and in the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

**G7.20 PUBLIC SAFETY.** This Article G7.20 defines the Contractor's responsibility with regard to providing for the safety of the public during construction. Attention is directed to Article G7.23, "Responsibility for Damage," of the General Conditions. Attention is directed to Article G7.19, "Public Convenience," of the General Conditions for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with his operations.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense and without cost to the District, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public. The Contractor shall also furnish such flaggers and guards as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flaggers and guards, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Division of Highways. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense. Signs, lights, flags and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by the California Department of Transportation. Any such signs shall not obscure the visibility of nor conflict in intent and meaning with existing signs and shall be approved by the Engineer as to size and wording.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

Except as may be otherwise provided in this Article G7.20 or in the Special Provisions, full compensation for conforming to all of the provisions in this Article G7.20 and in the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

**G7.21 PRESERVATION OF PROPERTY.** Attention is directed to Article G7.23, "Responsibility for Damage," and to Article G8.11, "Responsibility for Utilities," of the General Conditions. Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property and trees, shrubs and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines, sewer and water lines, highway facilities and any other improvements or facilities under or above ground that are within or adjacent to the work limit line shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the Contract, if any such

objects are a part of the work being performed under the Contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the Contract.

The fact that any underground facility is not shown on the Contract Plans shall not relieve the Contractor of his responsibility under Article G8.11, "Responsibility for Utilities," of the General Conditions. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities that may be subject to damage by reason of his operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Article G7.21, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

**G7.22 SANITARY PROVISIONS.** The Contractor shall conform to the rules and regulations pertaining to sanitary provisions established by the State, and to county, city and municipal laws and ordinances as may be applicable. Toilets for use of employees on the work shall be furnished where needed and shall be maintained by the Contractor. Their use shall be strictly enforced. District sanitary facilities will not be available for use by the Contractor's employees, except where specifically designated in the Special Provisions or in writing by the Engineer.

**G7.23 RESPONSIBILITY FOR DAMAGE.** The Golden Gate Bridge, Highway and Transportation District and all Directors, officers, employees and agents, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the Golden Gate Bridge District and its Directors, officers, employees and agents and the Consultant Engineer and all Directors, officers, employees and authorized agents thereof from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the District, its Directors, officers or employees. It is the intent of the parties that the Contractor shall indemnify and hold harmless the District, its Directors, officers and employees from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the District, the Contractor, the

subcontractor or employee of any of these, other than the active negligence of the District, its Directors, its officers, employees or agents.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the District may be retained by the District until disposition has been made of such suits or claims for damages as aforesaid.

Neither the Directors, General Manager, Secretary, Engineer, nor any other officer or authorized employee, agent or representative of the District, nor any officer or employee of any county, city or District shall be personally responsible for any liability arising under or by virtue of the Contract.

Nothing in the Contract is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof. Attention is directed to Article G7.24, "Insurance Provisions," of the General Conditions for the Contractor's responsibility for providing and maintaining insurance.

**G7.24 INSURANCE PROVISIONS.** The Contractor shall not commence work under this Contract until evidence has been furnished of the insurance coverage of the types and amounts specified in the Special Provisions conforming to the terms and conditions set forth in this section. Such insurance shall provide adequate protection for the Golden Gate Bridge, Highway and Transportation District, its Directors, General Manager, Secretary, Engineer, Officers, agents, representatives and employees while acting in such capacity and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, and the Contractor against all claims, liability damages and accidents of any kind. The Contractor shall maintain such insurances in force during the life of this Contract. The Contractor shall furnish the District with satisfactory proof of insurance coverage as specified in the Special Provisions, and all policies shall provide for thirty (30) days' written notice to the District by mail prior to cancellation or material change or non-renewal.

Insurances shall include: Workers' Compensation and Employer's Liability Insurance as required by the State of California, including extra territorial liability and the United States' Longshoremen's and Harbor Workers Act as amended (self insurance in accordance with the laws of the State of California for State Workers' Compensation is acceptable at Contractor's option); Comprehensive General Liability covering all the risks assumed by the Contractor and for which the Contractor has agreed to provide indemnification under G7.23, "Responsibility For Damage," and including Products-Completed Operations for Bodily Injury-Personal Injury and Property Damage; Blanket Contractual Liability for Bodily Injury and Property Damage; Automobile Insurance for Bodily Injury and Property Damage; liability insurance covering special hazards such as, but not limited to, explosion, collapse and underground; operations of vehicles away from project site; Contingent Liability Insurance; and whatever other insurance may be necessary to provide complete protection to the District, its Directors, officers and employees as specified above. Neither approval by the District nor a failure to disapprove insurance furnished by the Contractor shall release the Contractor of full responsibility for all claims, liability, damages and accidents as set forth herein.

The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times it shall satisfy requirements of the insurers for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Insurance Carrier and the District, giving full details of the claim.

The policies and minimum amount of insurance to be carried by the Contractor shall be as follows:

(a) **General and Automobile Liability Insurance.**

(1) Commercial General Liability insurance covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the Contractor in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage that results from an error or omission. The policy or policies shall provide a minimum limit of \$5,000,000 each occurrence/\$5,000,000 annual aggregate

(2) Automobile Liability insurance covering any loss or liability, including the cost of defense of any action, arising from their operation, maintenance or use of any vehicle, whether or not owned by Contractor, on or off District premises.

The policy or policies shall provide a minimum limit of \$5,000,000 each accident.

This policy or policies should name as an Additional Insured, in connection with the services and activities to be provided hereunder, the District, its Directors, General Manager, Secretary, Officers, agents, and employees while acting in such capacity and their successors or assigns, as they are now or as they may hereafter be constituted singly, jointly, or severally.

This insurance shall be issued by an insurance company or companies authorized to do business in the state of California with minimum "Best" ratings of B+ and with minimum policyholder surplus of \$25 million. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. The insurer shall agree that its policy is Primary Insurance and that it shall be liable under its policy for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the District.

Inclusion of the District as an Additional Insured shall not in any way affect its rights with respect to any claim, demand, suit or judgement made, brought or recovered against the Contractor. Said policy or policies shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Each policy required under this section shall also stipulate the following:

"Thirty (30) days' advance written notice shall be given to the General Manager of the District prior to cancellation, reduction in limits, or expiration of the policy(ies)."

(b) **Workers' Compensation.** The Contractor shall also procure and maintain in full force and effect during the entire term of this contract Workers' Compensation insurance in

compliance with the laws of the State of California, and Employers' Liability Insurance in the amount of two million dollars (\$2,000,000) per accident or disease. A waiver of subrogation endorsement must accompany the policy, stating:

"It is understood and agreed the Company waives any right of subrogation against the Golden Gate Bridge, Highway and Transportation District which might arise by reason of any payment under this policy for work performed by Assured under this Contract."

Each policy required under this section shall also stipulate the following:

"Thirty (30) days' advance written notice shall be given to the General Manager of the District prior to cancellation, reduction in limits, or expiration of the policy(ies)."

(c) **Protection and Indemnity Insurance.** If required by the provisions of the Special Provisions, the Contractor shall procure and maintain at all times during this Contract, protection and indemnity insurance covering vessels or watercraft in an insurance company or companies acceptable to and in form of contract approved by the District, including but not limited to, coverage for persons injured under the Jones Act and General Maritime Law. The insurance shall specifically include as an additional insured the "District, its Directors, General Manager, Secretary, Engineer, Officers, Agents, Representatives and Employees while acting in such capacity, and their successor or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally." The policy shall be subject to a Combined Single Liability Limit as set forth in the Special Provisions.

Prior to the start of any work under this Contract, the Contractor shall furnish the District with a satisfactory Certificate or Certificates of Insurance which shall stipulate:

(1) Thirty (30) days' advance written notice shall be given the General Manager prior to cancellation, material change or renewal.

(2) That the policy is Primary Insurance and the insurance company providing such policy shall be liable thereunder for the full amount of any loss or claim up to and including the total limit of liability without right of contribution from any other insurance effected or which may be effected by the Golden Gate Bridge, Highway and Transportation District.

(3) The policy also stipulates: "Inclusion of Golden Gate Bridge, Highway and Transportation District as an insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and Golden Gate Bridge, Highway and Transportation District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Company's liability as set forth in its policy beyond the amount or amounts shown or to which the company would have been liable if only one interest had been named as an insured."

(4) That the policy includes as additional insurers the "District, its Directors, General Manager, Secretary, Engineer, Officers, Agents, Representatives and Employees while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally."

(d) Builders Risk/Installation Floater Insurance. If required by provisions of the Special Provisions, the Contractor shall provide in an insurance company or companies acceptable to the District and in a form of coverage subject to the approval of the District an "all risk installation floater" (including earthquake, flood, collapse and subsidence) in an amount sufficient to cover all risks of loss to work embraced by Contract without limitation. Prior to the start of any work under this Contract, the Contractor shall furnish the District with a satisfactory Certificate or Certificates of Insurance which shall stipulate:

- (1) The District, its Directors, officers, employees, agents and representatives are additional insured without however imposing on the District any obligation as to warranties or premiums;
- (2) Any loss under the insurance shall be payable to the District and Contractor as their interests appear;
- (3) Insurance company(ies) give the District thirty (30) days' advance written notice of cancellation, material change or non-renewal."

Insurance as specified in this Section G7.24(d) may contain a deductible clause of not more than ten thousand dollars (\$10,000.00) or higher if approved by the District prior to start of the work. Any deductible amount shall be for the account of the Contractor and the provisions of this Section G7.24 are in no manner affected by this Section G7.24(d).

Certificates of insurance required by Section S7.03 of the Special Provisions, "Insurance Provisions," it shall be delivered to the District concurrently with the executed contract. The District reserves the right to request certified copies of an insurance policy if questions arise.

**G7.25 DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise specified in the Specifications, the Contractor shall make its own arrangements for disposing of materials outside the work site and shall pay all costs involved.

When any material is to be disposed of outside the work site, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Engineer the permit or a certified copy together with a written release from the property owner absolving the District from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on said property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the permit.

When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Unless otherwise provided in the Specifications, full compensation for all costs involved in disposing of materials as specified in this Article G7.25, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving such materials and no additional compensation will be allowed therefor.

**G7.26 COOPERATION.** Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be underway by other forces within or adjacent to the limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time by the use of other forces.

When two or more contractors are employed on related or adjacent District work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion.

**G7.27 RELIEF FROM MAINTENANCE AND RESPONSIBILITY.** Upon the request of the Contractor, the District may, by written notice, relieve it of the duty of maintaining and protecting certain portions of the work as described below which have been completed in all respects in accordance with the requirements of the Contract and to the satisfaction of the Engineer. Thereafter, except with its consent, the Contractor shall not be required to do further work on the completed portion. In addition, such action by the District will relieve the Contractor of responsibility for injury or damage to the completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause, but not from injury or damage resulting from the Contractor's own operations or from its negligence.

Portions of the work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include but are not limited to: a structure of major importance; a complete unit of road or parking area, including all planned facilities; a complete unit of equipment work; or facilities.

However, nothing in this Article G7.27 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before the formal written acceptance of the entire Contract by the District.

**G7.28 OCCUPANCY PRIOR TO ACCEPTANCE.** The District reserves the right to occupy all or any part of the project prior to completion of the entire Contract upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the District.

If the Contractor carries insurance against damage to such premises or against liability to third persons covering the premises so used and occupied by the District, and if such occupancy results in increased premiums for such insurance, the District will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute acceptance by the Engineer either of the complete work or of any portion, nor will it relieve the Contractor of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the entire Contract by the Engineer or during the full guarantee period after such acceptance, as provided in Article G4.06, "Guaranty of Work," of these General Conditions.

**G7.29 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS.**

Until the acceptance of the Contract, the Contractor shall have the charge and care of the work and of the materials to be used therein, including materials for which it has received partial payment as provided in Article G9.09, "Partial Payments," of the General Conditions, or materials which have been furnished by the District, and shall bear the risk of injury, loss or damage to any part by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work, except as provided in Article G7.27, "Relief From Maintenance and Responsibility," of the General Conditions.

The Contractor shall rebuild, repair, restore and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense. Where necessary to protect the work or materials from damage, the Contractor shall, at its expense, provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatsoever shall not relieve the Contractor of its responsibility for the work and materials as specified. If ordered by the Engineer, the Contractor shall, at its expense, properly store materials that have been partially paid for by the District or which have been furnished by the District. Such storage by the Contractor shall be on behalf of the District and the District will at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

In an emergency affecting the safety of life, the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, shall act at its discretion to prevent such threatened loss or injury. In such an emergency the Contractor shall, if acknowledged as necessary by the Engineer, perform such additional work as is required. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Article G9.05, "Notice of Potential Claim," of the General Conditions.

**G7.30 ACCEPTANCE OF CONTRACT.** When the Engineer has made the final inspection as provided in Article G5.15, "Final Inspection," of the General Conditions, and determines that the Contract work has been completed in all respects in accordance with the Contract Plans and Specifications, he will recommend that the District formally accept the Contract, and immediately upon and after such acceptance by the District, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and it will not be required to perform any further work thereon, except as provided in Article G4.06, "Guaranty of Work," of the General Conditions; and the Contractor will be relieved of its responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the District.

**G7.31 PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payments have been made as provided in Article G9.09, "Partial Payments," of the General Conditions for material delivered on the ground or stored subject to or under the control of the District and unused. All such material shall become the property of the District upon being so attached or affixed or upon payment for material delivered on the ground or stored subject to or under the control of the District and unused, as provided in Article G9.09.

**G7.32 RIGHTS IN LAND AND IMPROVEMENTS.** Nothing in the Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit

occupancy or use of any land, structure or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the District and any owner, former owner or tenant of such land, structure or building.

The Contractor shall not occupy District-owned property outside the limit of the work as shown on the Contract Plans or maps available in the office of the District unless he obtains prior approval.

The Contractor shall perform no operations of any nature over or on the premises except such operations as are authorized by the Contract Plans or Special Provisions, or as authorized by the Engineer.

**G7.33 BRIDGE TOLL.** Unless otherwise permitted in the Special Provisions, toll-free passage on the Golden Gate Bridge will not be granted. The cost of bridge tolls shall be included in the various unit prices for the work and no additional allowance will be made.

**G7.34 ANTITRUST CLAIMS.** The Contractors' attention is directed to the following provisions of Public Contract Code Section 7103.5 that shall be applicable to the Contractor and its subcontractors:

“In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U. S. C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.”

**G7.35 ENVIRONMENTAL CLEARANCE.** The District will obtain all environmental clearances and other authorizations necessary for this project as set forth in the plans and specifications. The Contractor shall comply with the provisions, including giving notices during construction when required, of these authorizations. If obtaining these authorizations delays completion of all or any portion of the work, an extension of time determined pursuant to the provisions in Article G8.09, "Liquidated Damages," of these General Conditions will be granted, and the Contractor shall not be entitled to any additional compensation because of these delays.

**G7.36 ACCESS TO THE WORK.** The Contractor shall satisfy himself that the jurisdiction through which his operations and haul routes pass will permit such operations with respect to type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

**G7.37 SUBSURFACE INSTALLATIONS.** At least five (5) days before beginning any excavation work, the Contractor shall notify the following agency:

Underground Service Alert  
800-642-2444

**G7.38 EXCAVATIONS.** In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than 4 feet, the Contractor should notify the District promptly in writing prior to disturbing any of the following conditions of any:

(a) Material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these specifications.

The District will promptly investigate the conditions and, if necessary, issue a change order for changes in the work, time for performance, and compensation as a result of the changed conditions, in accordance with the change order procedures set forth in these specifications. In the event of any dispute between the District and the Contractor over the significance or existence of the changed conditions, the Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights it may have as provided by these specifications.

**G7.39 HAZARDOUS MATERIALS.**

(a) Waste Due to Contractor's Operations. The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of the Contract. The Contractor shall immediately report any such release to the Engineer. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify and defend the District from any claims arising from such release.

For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the District.

If during the Contractor's performance of the work outlined by these contract specifications, the Contractor creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the District be identified as the generator. The Contractor shall notify the Engineer of any such hazardous wastes, and the District reserves the right to a copy of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes prior to its disposition. The Contractor shall hold harmless, indemnify and defend the District from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

(b) Waste Not Due to Contractor's Operations. If, during the course of the Contract, the Contractor encounters any hazardous or regulated material such as, but not limited to, fuel, oil, gasoline, vapors, asbestos or lead, he is to stop work immediately in the vicinity and notify the Engineer with full details of the incident.

(c) If the Contractor believes the situation is life threatening, he is to evacuate the area and contact the local Fire Department immediately. If the cause of contamination is not due to the Contractor's operations, the situation will be resolved by any of the various provisions of the Contract, which include but are not limited to:

1. Change of Contract.
2. Temporary Suspension of Work.
3. Termination of Contract.

## GENERAL CONDITIONS

### SECTION 8

#### PROSECUTION AND PROGRESS

**G8.01 SUBCONTRACTING.** The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the work under his control.

No subcontractor shall be recognized as such, and all persons engaged in the work of construction shall be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract and Specifications.

The Contractor shall perform with his own organization, contract work amounting to not less than fifty percent (50%) of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Attention is directed to the requirements of the Subletting and Subcontracting Fair Practices Act (commencing with Sections 4100 of the California Public Contract Code) which is applicable to this Contract. Each bidder shall list in its Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the total amount of the Proposal, and shall list each subcontractor, licensed by the State of California, proposed by the bidder to specially fabricate and install a portion of the work. The list shall include a description of the portion of the work which shall be done by each subcontractor. The bidder shall execute and submit with its Proposal, the "List of Subcontractors" on the form included in this book. Additional forms may be obtained from the Engineer.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

The on-site production of materials produced by other than the Contractor's forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation in the production of materials for use on the work, shall conform to the requirements relating to labor set forth in the Specifications.

Although the sections of the Contract may be arranged according to various trades, or general grouping of the work, the Contractor is not obligated to sublet the work in such manner. The District will not arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the work.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on its bid proposal without the written approval of the Engineer. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Section 4100 of the Public Contract Code. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the Contractors' State License Board.

**G8.02 ASSIGNMENT.** The performance of the Contract may not be assigned, except upon the written consent of the District. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the District consent to any assignment of a part of the work under the Contract.

The Contractor may assign monies due or to become due under the Contract and such assignment will be recognized by the District, to the extent permitted by law, if given proper notice, but any assignment of monies shall be subject to all proper set-offs in favor of the District and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that the Contractor should be in default.

**G8.03 NOTICE TO PROCEED.** As soon as practicable after approval of the Contract, Contract Bonds and all other documents listed in the Contract by the District, and after receipt of acceptable insurance certificates by the District, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice to Proceed.

**G8.04 BEGINNING OF WORK.** The Contractor is not authorized to perform any work until it has received a Notice to Proceed from the District. Within fifteen (15) days after the effective date of such Notice to Proceed, the Contractor shall commence work and shall diligently prosecute to completion within the time limit provided in the Special Provisions.

The Contractor shall notify the Engineer, in writing, of its intent to begin work at least 72 hours before work is begun and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving notice that the Contract has been approved as provided, any work performed in advance of the date of approval shall be considered as having been done at the Contractor's own risk and as a volunteer unless the Contract is so approved.

**G8.05 PROGRESS SCHEDULE.** The Contractor shall submit to the Engineer at the pre-construction conference, three (3) copies of his proposed construction procedure and schedule of operations.

The schedule shall be in the form of a bar chart or critical-path-type analysis and shall include as a minimum the following information:

- (a) All items of work, the period of time to perform each item, the sequence of performing each task, and the beginning and completion date of each activity.
- (b) Interim dates when noncontinuing work items are not in progress.

- (c) Areas and dates of interface with other areas of work.
- (d) Order, shipment and delivery dates for equipment purchases.
- (e) Number of shifts to be worked each week.
- (f) List of the quantity and types of major equipment to be used in the work and the estimated production rate for each type.
- (g) Specific information required in the Technical Specifications.

The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the Contract.

Subsequent to the time that submittal of a progress schedule is required in accordance with these General Conditions, no progress payment will be made for any work until a satisfactory schedule has been submitted to the Engineer.

Should the Contractor at any time during the progress of the work desire to revise the construction procedure and schedule of operations or when necessary to revise them due to project delays, he shall resubmit for review and comment by the Engineer, three (3) copies of the revised schedule. The Engineer retains the right at any time during the course of construction to review the schedule, require updating, or otherwise comment on the planning and scheduling of the contract work.

**G8.06 TEMPORARY SUSPENSION OF WORK.** The Engineer shall have the authority to suspend the work wholly or in part for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Article G8.07, "Time of Completion," of the General Conditions. If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days within the meaning of the definition set forth in said Article G8.07.

In the event of a suspension of work under any of the conditions set forth in this Article G8.06, such suspension of work shall not relieve the Contractor of its responsibilities as set forth in Section G7, "Legal Relations and Responsibility," of the General Conditions.

The Contractor shall have no claim for damage or compensation for any delay, interference or hindrance resulting from an ordered temporary suspension of the work.

**G8.07 TIME OF COMPLETION.** The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Special Provisions.

Time shall be computed starting the first day after the effective date of the Notice to Proceed and shall include the last day on which any work is done. The effective date of the Notice to Proceed will be the date stated as such in the Notice to Proceed, provided that in no case will such effective date be earlier than the day following the issuance of such Notice to Proceed.

A working day is defined as any day, except Saturdays, Sundays, designated legal holidays and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations, and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force engaged on such operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result and the Contractor does not proceed with at least seventy-five percent (75%) of the normal labor and equipment force engaged in the current controlling operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change during the day and the major portion of the day could be considered to be suitable for such construction operations.

Designated legal holidays shall be as set forth in the Special Provisions.

If any portion of a day is a designated legal holiday, the entire day will be considered as a non-working day within the meaning of this Article G8.07.

The current controlling operation or operations is to be construed to include any feature of the work considered at the time by the Engineer and the Contractor, which, if delayed, will delay the time of completion of the Contract.

Determination of each nonworking day, except Saturdays, Sundays and designated legal holidays and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations, shall be made and agreed upon during such day by conference between the Engineer and the Contractor. In the event of failure to agree, the Contractor will be allowed fifteen (15) days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects it differs from the Engineer, otherwise the decision of the Engineer

shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contract for the preceding week, the number of working days originally specified for the completion of the Contract and the number of working days remaining to complete the Contract and the extended date for completion thereof, except when working days are not being charged in accordance with the provisions in Article G8.06, "Temporary Suspension of Work," of the General Conditions.

**G8.08 ADDITIONAL SHIFT WORK.** The time limits specified for the completion of work contemplated may be insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. When additional shifts or premium time pays are necessary to ensure that the work will be completed within the time limits specified, any resulting additional costs will be considered to be included in the price paid for the various contract items of work and no additional compensation will be allowed.

The Contractor shall not schedule any overtime work at the site without prior approval by the Engineer.

**G8.09 LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of working days as set forth in the Special Provisions, damage will be sustained by the District and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to the District, the sum set forth in the Special Provisions per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the number of working days specified, the District will have the right to increase the number of working days or not, as may be deemed to serve the best interest of the District, and if the District decides to increase the said number of working days, the District will further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the District may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the Special Provisions for the completion of the work caused by acts of God or of the public enemy, fire, storms, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Engineer will ascertain the facts and the extent of the delay, and his findings will be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that it has diligently made every effort to

obtain such materials from all known sources within reasonable reach of the work and further proof in the form of supplementary progress schedules, conforming to the provisions of Article G8.05, "Progress Schedules," of the General Conditions, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this Article G8.09, will apply only to materials, articles, parts or equipment which are standard items, and will not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

If the Contractor is delayed in completion of the work by reason of changes made under Article G4.02, "Changes," of the General Conditions, or by failure of the District to acquire or clear right of way, or by any act of the Engineer or of the District not contemplated by the Contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor will be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Engineer will ascertain the facts and the extent of the delay, and his findings will be final and conclusive.

Except for the additional compensation provided for in Article G8.10, "Right of Way Delays," of the General Conditions, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

It is the intention of the above provisions that the Contractor will not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Article G8.09.

**G8.10 RIGHT OF WAY DELAYS.** If, through the failure of the District to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there will be paid to the Contractor such amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Article G4.02.5.3. "Equipment," of the General Conditions, with the following exceptions:

- (a) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any one day.

- (b) The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and designated legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Article G8.10, and compensation for idle time of men will be determined as provided in Article G4.02.5.1, "Labor," of the General Conditions, and no markup will be added in either case for overhead and profit.

If performance of the Contractor's work is delayed as the result of the failure of the District to acquire or clear right of way, an extension of time determined pursuant to the provisions in Article G8.09, "Liquidated Damages," of the General Conditions, will be granted.

**G8.11 RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, it shall observe at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the Contract Plans or in the Special Provisions or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then it shall promptly notify the Engineer in writing. Where necessary for the work of the Contract, the Engineer will issue a written order to the Contractor to make such adjustment, rearrangement, repair, removal, alteration or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the work described in such written order, and compensation therefor will be made in accordance with Article G4.02, "Changes," of these General Conditions relating to changes in the work. Except for the items of cost specified in said Article G4.02, "Changes," the Contractor will receive no compensation for any other cost, damage, delay, interference, or hindrance due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the Engineer, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to discovery thereof, and he shall repair and make good such damage at its own cost.

**G8.12 TERMINATION OF RIGHT TO PROCEED.** If the Contractor should appear to the Engineer to be in default and the Contractor fails to remedy its default within five (5) days after receipt from the Engineer of notice of such default, the District may terminate the Contractor's right to proceed with the work or that portion which the Engineer determines is most directly affected by the default.

The term "default" for purposes of this Article G8.12 includes, but is not limited to, the performance of work in violation of the terms of the Contract; abandonment, assignment or subletting of the Contract without approval of the District; bankruptcy or appointment of a receiver for Contractor's

property; failure to maintain the schedule of work; refusal or failure to prosecute the work properly; use of materials, supplies, plant or equipment of improper quality or quantity; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; or the performance of the Contract in bad faith.

Upon the District's termination of the Contractor's right to proceed with the work or a portion of it, the District will have the right to complete the work or the portion by whatever means and methods it deems expedient, including the hiring of others on such terms as the District deems advisable.

The expense of completing such work or portion of it, together with a reasonable charge for engineering, managerial and administrative services, as certified by the District, will be charged to the Contractor, and the expense so charged will be deducted by the District out of such moneys as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety or sureties shall promptly pay the amount of such excess to the District, upon notice from the District of the excess so due. The District may, at its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the work covered by such notice of default.

**G8.13 PRE-CONSTRUCTION CONFERENCE.** Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the District for the purpose of discussing with the Contractor the scope of work, Contract Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

**G8.14 TERMINATION OF CONTRACT.** The District reserves the right to terminate the Contract at any time if the Engineer determines that to do so would be in the best interest of the District.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination, except in the case of termination for default or breach, shall be governed by the following:

(1) The Engineer will issue the Contractor a written notice specifying that the Contract is to be terminated. Upon receipt of this written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

- a) Stop all works under the Contract except that specifically directed to be completed prior to acceptance.
- b) Perform work the Engineer deems necessary to secure the project for termination.
- c) Remove equipment from the site of work.
- d) Take such action as is necessary to protect materials from damage.

- e) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
- f) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as the Engineer may request.
- g) Dispose of materials not used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District under this Contract, including materials for which partial payment has been made as provided in Article G9.09, "Partial Payments," of these General Conditions and with bills of sale or other documents of title for such materials.
- h) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- i) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contractor including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
- j) Take such other actions as the Engineer may direct.

(2) Acceptance of the Contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Article G9.09, "Partial Payments," of these General Conditions and for materials furnished by the District for use in the work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations directed.

The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the District.

When the Engineer determines that the Contractor has completed the work under the Contract directed to be completed prior to termination and such other work as may be have been ordered to secure the project for termination, the Engineer will recommend that the District formally accept the Contract, and immediately upon and after such acceptance by the District, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or damage to property which occurs after the formal acceptance of the project by the District.

(3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- (a) The reasonable cost to the Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of 7 percent of direct costs of such work.

When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the Contract Plans and Special Provisions and the excessive actual cost shall be disallowed.

- (b) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of said cost.
- (c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District or otherwise disposed of as directed by the Engineer.
- (d) A reasonable allowance for the Contract's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and subcontractors, necessary to determine compensation in accordance with this Article shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, and such records shall be retained for that period.

After acceptance of the work by the District, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate, when in its opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

- (4) Termination of the Contract shall not relieve the surety of its obligation for any just claim arising out of the work performed.

The provisions of this Article shall be included in all subcontracts.

**G8.15 TERMINATION OF CONTRACT FOR BREACH OR DEFAULT.** In the event the District determines that Contractor has breached or defaulted on the Contract terms and conditions, and Contractor fails to remedy the default or breach within five (5) days after receipt from the Engineer of notice of such breach or default, the District may terminate the Contract by written notice to Contractor. Upon receipt of said written notice, Contractor shall stop all work under the Contract. The provisions of G8.12, Termination of Right to Proceed, regarding definition of "default", District procedures for completion of the work, and settlement of compensation to Contractor shall apply to this section.

# GENERAL CONDITIONS

## SECTION 9

### MEASUREMENT AND PAYMENT

**G9.01. MEASUREMENT OF QUANTITIES.** All work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with United States Standard Measures.

**G9.02. FINAL PAY QUANTITIES.** When the estimated quantities for a specific portion of the work are designated on the Contract Plans or Proposal Form as final pay quantities, these estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of portions of the work shown on the Contract Plans are revised by the Engineer. If such dimensions are revised, and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and dimensions shown on the Contract Plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

Provisions of this section relating to final pay quantities will apply only to the items of work in the Engineer's Estimate shown with the letters (F) or (S-F) and only to the specific portions of the items of work that are so designated on the Contract Plans. Any portions of these items of work which are not designated on the Contract Plans as final pay quantities will be measured and paid for in accordance with the applicable provisions of these General Conditions, Special Provisions and the Technical Specifications. In case of a discrepancy between the quantities shown on the Contract Plans as final pay quantities and the quantity of the same item shown in the Engineer's Estimate, payment will be based on the final pay quantities shown on the Contract Plans.

**G9.03 FORCE ACCOUNT PAYMENT.** When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as outlined in Article G4.02.5, "Allowable Costs for Change Orders," of the General Conditions.

**G9.03.1 RECORDS.** The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, on forms furnished by the District, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Article G4.02.5.5, "Work Performed by Special Forces or Other Special Services," of the General Conditions. The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, the size, type and identification number of equipment and hours operated. Before presenting

the daily extra work reports to the Engineer for payment, the Contractor shall compile the cost of the work to be paid for on a force account basis. The extra work report number shall be left blank for completion by the Engineer.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should vendor's invoices not be submitted within sixty (60) days after the date of delivery of the material or within fifteen (15) days after the acceptance of the Contract, whichever occurs first, the District reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in Article G4.02.5.2, "Materials."

These daily extra work reports shall be signed by the Contractor or authorized representative.

The Engineer will compare his records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments.

When these daily extra work reports are agreed upon and signed by both parties, such reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the District.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the District, during the life of the Contract and for a period of not less than three (3) years after the date of acceptance, and the Contractor shall retain such records for that period. When payment for materials or labor is based on the cost to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

**G9.03.2 PAYMENT.** Payment as provided in Articles G9.03, "Force Account Payment," and G4.02.5, "Allowable Costs For Change Orders," of the General Conditions, will constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed.

**G9.04 SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District; and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Contract Plans and Specifications. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

Except as specifically provided otherwise, no separate payment will be made for any of the requirements of the General Conditions of these Specifications nor of the related Special Provisions, and the cost thereof will be considered as included in the prices paid for the various contract items of work included in the Proposal.

If the "payment" clause in the Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Specifications.

**G9.05 NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless he shall have given the Engineer due written notice of potential claim as specified, provided, however, that compliance with this Article G9.05 shall not be a prerequisite as to matters within the scope of the protest provisions in Article G4.02, "Changes," or Article G8.07, "Time of Completion," or the notice provisions in Article G8.09, "Liquidated Damages," of the General Conditions, nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases, within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Article G9.05 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as required was filed.

**G9.06 STOP NOTICE.** The District may, at its option and at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3082 et seq. of the California Civil Code.

**G9.07 PAYMENT SCHEDULE.** The Contractor shall submit within five (5) days following the pre-construction conference, for review and approval by the Engineer, three (3) copies of the Schedule of Pay Items and Schedule of Anticipated Contract Payments.

The payment schedules must be received, reviewed and approved by the Engineer prior to the initial partial payment to the Contractor.

The Schedule of Pay Items shall include: a complete list of items to be used on a measurement basis for partial payments, the estimated quantity for each item, the respective unit price, a column for showing the percent complete for each item on a monthly basis, and the total amount of payment

corresponding to each pay item. The total of payments for all pay items shall equal the Contract total. Any approved change orders shall be listed separately following the basic pay items. The schedule shall be sufficiently clear and detailed so as to facilitate an accurate and realistic appraisal of monthly progress for the purpose of making partial payments.

The Schedule of Anticipated Contract Payments shall be coordinated with the Contractor's progress schedule, and shall show the anticipated monthly Contract payments for each of the pay items covered in the Schedule of Pay Items, the total of monthly payments and cumulative total of payments for each month.

In the event that the Contractor revises its construction procedures and schedule of operations in accordance with the provisions of Article G8.05, "Progress Schedules," of the General Conditions, the Contractor shall also revise and coordinate its Schedule of Anticipated Contract Payments with such revised scheduling of Contract work, and resubmit the revised payment schedule for review and approval by the Engineer.

**G9.08 INVOICE FOR WORK COMPLETED.** The Contractor shall submit to the Engineer once in each month, at a day agreeable to the Contractor and the Engineer, an invoice for work completed. The invoice shall certify, and be supported by evidence, if required by the Engineer, that the work invoiced has been done and that any materials listed are at the storage places indicated.

The Engineer will review the Contractor's invoice for work completed, for conformance with the provisions of Article G9.09, "Partial Payments," of the General Conditions and once in each month, will prepare an estimate in conformance with the provisions of said Article G9.09.

**G9.09 PARTIAL PAYMENTS.** The District, once in each month, will prepare an estimate in writing including the total amount of work done and acceptable materials which are listed as eligible for payment as materials on hand in the Special Provisions. Such acceptable materials must be furnished and delivered by the Contractor on the ground and not used or furnished and stored for use on the Contract, if such storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that such materials are stored subject to or under the control of the District, to the time of such estimate, and the value thereof. The estimate will also include any amounts payable for mobilization.

The amount of any such material to be considered in making an estimate will in no case exceed the amount which has been reported by the Contractor to the Engineer on District-furnished forms properly filled out and executed, including accompanying documentation as required, less the amount of such material incorporated in the work to the time of such estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the Contract price for the item of work for which the material is furnished.

In determining the partial payments to be made to the Contractor, only those materials which have a value greater than Five Thousand Dollars (\$5,000.00) will be considered for inclusion in the payment as materials furnished but not incorporated in the work.

The District will retain ten percent (10%) of such estimated value of the work done and ten percent (10%) of the value of materials so estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time

after fifty percent (50%) of the work has been completed, if the Engineer finds that satisfactory progress is being made, the District may reduce the total amount being retained from payment pursuant to the above requirements to five percent (5%) of the total contract value. In addition, on any particular payment made after ninety-five percent (95%) of the work has been completed, the District may reduce the amount withheld from payment pursuant to the requirements of this Article G9.09, to such lesser amount as the District determines is adequate security for the fulfillment of the balance of the work and other requirements of the Contract, but in no event will the amount be reduced to less than one hundred twenty-five percent (125%) of the estimated value of the work yet to be completed as determined by the Engineer. Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the General Manager; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing him to give such consent must either accompany the document or be on file with the District.

The District will pay monthly to the Contractor, while carrying on the work, the balance not retained, after deducting all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300.00).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed contractors contained in Government Code Section 14311.5.

Pursuant to Public Contract Code Section 20104.50, if the District fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010 (e) of the California Code of Civil Procedure.

**G9.10 PAYMENT OF WITHHELD FUNDS.** Upon the Contractor's request, the District will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District, upon the following conditions:

- a) The Contractor shall bear the expense of the District and the escrow agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall be substantially similar to the form provided in Public Contract Code Section 22300.

- d) The Contractor shall obtain the written consent of the surety to such agreement.
- e) The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest.

**G9.11 PAYMENT AFTER ACCEPTANCE.** After the work has been accepted by the District, as provided in Article G7.30, "Acceptance of Contract," of the General Conditions, payments will be made to the Contractor subject to the provisions in this Article G9.11. Upon acceptance, the District will record a Notice of Completion concerning the project.

**G9.11.1 PAYMENT PRIOR TO PROPOSED FINAL ESTIMATE.** After acceptance of the work by the District, the Engineer will make an estimate of the total amount of work done under the Contract and the District will make a final monthly payment pending issuance of the Proposed Final Estimate. The District will pay the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the Contract, and such further amounts as the Engineer determines to be necessary, pending issuance of said Proposed Final Estimate and subsequent payment.

**G9.11.2 FINAL PAYMENT AND CLAIMS.** After acceptance by the District, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including an itemization of the amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. Within thirty (30) days after the proposed final estimate has been submitted, the Contractor shall submit to the Engineer its written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the Contract. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Article G4.02, "Changes," Article G8.07, "Time of Completion," Article G8.09, "Liquidated Damages," and Article G9.05, "Notice of Potential Claim," of the General Conditions, unless the Contractor has complied with the notice or protest requirements in these Articles.

On the Contractor's approval, or if no claim is filed within the period of thirty (30) days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within thirty (30) days thereafter the District will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation payable, except as otherwise provided in Article G9.03.1, "Records," and Article G9.13, "Clerical Errors," of the General Conditions.

If the Contractor within the period of thirty (30) days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor, and within thirty (30) days thereafter the District will pay the sum so found to be due. Such semi-final estimate and payment thereon will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Article G9.03.1, "Records," and Article G9.13, "Clerical Errors," of the General Conditions.

**G9.11.3 CLAIMS PROCEDURES.** Pursuant to recently enacted Assembly Bill 3069, claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims subject to the provisions of that law, the following procedures apply.

- (a)
  - (1) For claims of fifty thousand dollars (\$50,000) or less, the District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of the District and the Contractor.
  - (3) The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
  
- (b)
  - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of the District and the Contractor.
  - (3) The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
  
- (c) If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
  
- (d) If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- (e) This Section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.
- (f) Public Contract Code Section 20104.4 establishes procedures for civil actions filed to resolve claims subject to this Section. These procedures include mandatory submission of the matter to nonbinding mediation followed, if necessary, by mandatory submission to judicial arbitration.

**G9.12 ADJUSTMENT OF OVERHEAD COSTS.** When the final estimate of the Contract cost of the work, including extra work, is made and the total of such final estimate is less than ninety percent (90%) of the total bid price for performing the Contract work, as submitted by the Contractor in its bid Proposal, an adjustment in the final payment to the Contractor to cover overhead costs will be made as set forth below.

No adjustment for overhead costs will be made when the total of the final estimate is ninety percent (90%) or more of the total bid price for performing the contract work.

Additional payment to the Contractor to cover overhead costs as above provided will be ten percent (10%) of the difference between a computed amount representing ninety percent (90%) of the estimated cost of the work as submitted by the Contractor in his bid Proposal and the final estimate of cost of the work, including extra work.

The provisions of this Section G9.12 shall not apply to contracts which have been terminated pursuant to Section G 8.14, "Termination of Contract."

**G9.13 CLERICAL ERRORS.** Notwithstanding the provisions in Article G9.11, "Payments After Acceptance," of the General Conditions, for a period of three (3) years after acceptance of the work, all estimates and payments made pursuant to said article, including the final estimate and payment, shall be subject to correction and adjustment for clerical errors in the calculation involved in the determination of quantities and payments. The Contractor and the District agree to pay to the other any sum due under the provisions of this Article G9.13, provided, however, if the total sum to be paid is less than fifty dollars (\$50.00), no such payment shall be made.